

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

JAMES SINGLETON,

Plaintiff,

v.

AARON LOWELL NIELSEN, *et al.*,

Defendants.

CASE NO. C03-2372RSM

ORDER GRANTING MOTION
FOR DEFAULT JUDGMENT

I. INTRODUCTION

This matter comes before the Court on plaintiff's Motion for Entry of Default Judgment. (Dkt. #55). Plaintiff argues that such judgment is appropriate because defendants have failed to file Answers to the Complaint or otherwise defend this action. Defendants Eric Hansen and Hansen Yacht Sales respond that they are filing Answers at the same time as filing their response, and that they have valid defenses. (Dkt. #61). Defendant Aaron Nielsen, against whom default has been previously entered by this Court, has never appeared in this action and has failed to file a response to the instant motion. For the reasons set forth below, the Court finds that default judgment is appropriate and GRANTS plaintiff's motion.

II. DISCUSSION

A. Background

This action arises from an injury accident that took place in 2002. Former defendant Jimmie Melvin Farmer decided to purchase a yacht for his personal use. He contacted Steve

1 Hansen at Hansen Yacht Sales about a vessel he had for sale, the M/V BISCUIT. Mr. Farmer
2 agreed to purchase the vessel, but required the deck to be relaminated as a condition of the sale.
3 The vessel owner refused to pay for the repairs, so Steve Hansen told Mr. Farmer that he would
4 have his son, Eric Hansen, relaminate the deck at Hansen Yacht Sales' expense.

5 After Eric Hansen finished the initial relamination, Mr. Farmer hired him to complete
6 additional painting of the vessel. Eric Hansen apparently hired Mr. Nielsen to help him with the
7 job.

8 The work commenced while the BISCUIT was moored in Port Orchard. However, due
9 to complaints about noise and dust by neighboring vessel owners, Eric Hansen was required to
10 find a new place to finish the work. Steve Hansen happened to represent the seller of a
11 boathouse in Port Townsend, so Mr. Farmer moved the vessel there.

12 In June of 2002, workmen began preparing the Port Townsend boathouse for a move to
13 Seattle as part of its sale. On June 26, 2002, Mr. Nielsen moved the BISCUIT from the
14 boathouse to a slip in the port of Port Townsend. There is a dispute as to whether Mr. Nielsen
15 had Mr. Farmer's permission to operate and move the boat. As Mr. Nielsen attempted to bring
16 the vessel into the slip, he asked a man on the dock – plaintiff in this action – to help him. In the
17 course of rendering that assistance, plaintiff was injured when Mr. Nielsen apparently applied
18 too much pressure to the throttle, ramming the yacht into the dock and pinning plaintiff against
19 another vessel. This lawsuit followed.

20 In his original Complaint, plaintiff named Mr. Nielsen, Platypus Marine, Inc., James
21 Farmer and the M.V Biscuit as defendants to this action. The Complaint was served on
22 defendants on August 6, 2003. Plaintiff then filed a First Amended Complaint deleting Platypus
23 Marine Inc. as a defendant, renaming Jimmie Melvin Farmer (instead of James Farmer), and
24 continuing to name Mr. Nielsen and the M/V Biscuit as defendants.

25 Mr. Nielsen failed to appear in this action, and default was entered against him on
26 February 5, 2004.

1 Plaintiff filed a Third Amended Complaint on March 10, 2005, adding Eric Hansen and
2 Hansen Yacht Sales as defendants to this action. On March 17 and March 22, 2005, plaintiff
3 filed proofs of service on Hansen Yacht Sales. On March 28, 2005, counsel for that defendant
4 entered a Notice of Appearance.

5 On July 22, 2005, plaintiff filed proof of service on Eric Hansen. On September 6, 2005,
6 counsel for that defendant entered a Notice of Appearance.

7 The Court subsequently dismissed defendant Jimmie Melvin Farmer, and the M/V Biscuit
8 as defendants to this action.

9 In the meantime, the remaining defendants, Mr. Nielsen, Mr. Hansen and Hansen Yacht
10 Sales failed to file Answers to the Third Amended Complaint or defend this action in any way.¹

11 Plaintiff has now moved for default judgment against these remaining defendants based on
12 their failure to file Answers, or otherwise comply with the Court's scheduling Order in this
13 action. Defendants Hansen and Hansen Yacht Sales oppose the motion, and filed Answers on
14 June 16, 2006.

15 **B. Analysis of Motion for Default Judgment**

16 Plaintiff moves for default judgment in the amount of \$300,000 jointly and severally
17 against Mr. Nielsen, Mr. Hansen, and Hansen Yacht Sales. As a threshold matter, the Court
18 notes that, pursuant to Rule 55 of the Federal Rules of Civil Procedure, default judgment
19 against Mr. Nielsen is appropriate as default has already been entered against him and he has
20 failed to otherwise defend this action.

21 As for Mr. Hansen and Hansen Yacht Sales, both admit, through counsel, that they failed
22 to file timely Answers. However, counsel fails to demonstrate any good cause for such failure.
23 Counsel neither explains why he failed to file Answers, nor does he contend that he was
24 unaware of the requirement to file Answers. Rather, he merely states that defendants "have

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26 ¹ Defendant Eric Hansen did apparently attend his own deposition, and his counsel
attended the deposition of former defendant Farmer.

1 participated in pre-trial matters to the extent it has made sense to do so,” and then offers their
2 Answers in conjunction with the Response. (Dkt. #61 at 1). That explanation fails to
3 demonstrate good cause for failing to file timely Answers to the Third Amended Complaint.
4 Accordingly, the Court STRIKES those Answers as untimely.

5 Defendants received notice of the allegations against them and the opportunity to respond.
6 By failing to do so the Court deems plaintiff’s factual allegations admitted.² As a result, the
7 Court also finds plaintiff’s request for default judgment against Eric Hansen and Hansen Yacht
8 Sales appropriate, and such judgment will be entered against the defendants jointly and
9 severally.

10 **C. Relief Requested**

11 Plaintiff requests monetary damages in the amount of \$300,000. Of that amount,
12 \$39,843.15 is requested for reasonable and necessary medical expenses, and \$6,868.29 is
13 requested for lost wages. He asks for general damages in the amount of \$253,288.56.

14 This Court may, but is not required to, hold an evidentiary hearing to determine the
15 amount of damages to award plaintiff. Fed. R. Civ. P. 55(b)(2); *Henry v. Sneiders*, 490 F.2d
16 315, 318 (9th Cir. 1974). The Court finds such a hearing unnecessary in this case. Plaintiff has
17 presented evidence of his special damages for medical expenses and lost wages, and has
18 demonstrated that his injuries included back and neck strains, a fractured lumbar vertebrae at
19 L3, multiple bruises and scrapes, and internal derangement of his left shoulder which required
20 three corrective surgeries. Given the extent of those injuries, the Court does not find plaintiff’s
21 general damages request excessive or otherwise unjust.³ Moreover, defendants have completely
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23 ² In addition, as plaintiff notes, defendants had the opportunity, but declined, to respond
24 to co-defendant Farmer’s motion for summary judgment. Accordingly, defendants are now
bound by the factual determinations made in the Order issued on that motion. (*See* Dkt. #54).

25 ³ The Court acknowledges plaintiff’s evidence highlighting jury verdicts for injuries that
26 are similar to, but less severe than, plaintiff’s injuries, in excess of \$100,000 and as high as
\$650,000. (Dkt. #56, Ex. 4).

1 failed to address plaintiff's request for damages, and have not attempted to demonstrate that
2 plaintiff's request is either unsupported or excessive. Accordingly, the Court will grant
3 plaintiff's request of damages in the amount of \$300,000.

4 **III. CONCLUSION**

5 Having considered plaintiff's motion for default judgment, defendants' response, plaintiff's
6 reply, and the remainder of the record, the Court hereby ORDERS:

7 (1) Plaintiff's Motion for Default Judgment (Dkt. #55) is GRANTED.

8 (2) Monetary damages in the amount of \$300,000 are now ENTERED against defendants
9 Nielsen, Hansen and Hansen Yacht Sales jointly and severally.

10 (3) This case is now CLOSED.

11 (4) The Clerk shall direct a copy of this Order to all counsel of record.

12 DATED this 26 day of June, 2006.

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15 RICARDO S. MARTINEZ
16 UNITED STATES DISTRICT JUDGE
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